

**Fill in this information to identify the case:**

Debtor 1 \_\_\_\_\_

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: \_\_\_\_\_ District of \_\_\_\_\_

Case number \_\_\_\_\_

**Official Form 410S1**

**Notice of Mortgage Payment Change**

12/15

If the debtor's plan provides for payment of postpetition contractual installments on your claim secured by a security interest in the debtor's principal residence, you must use this form to give notice of any changes in the installment payment amount. File this form as a supplement to your proof of claim at least 21 days before the new payment amount is due. See Bankruptcy Rule 3002.1.

**Name of creditor:** \_\_\_\_\_

**Court claim no. (if known):** \_\_\_\_\_

**Last 4 digits** of any number you use to identify the debtor's account: \_\_\_\_\_

**Date of payment change:**

Must be at least 21 days after date of this notice

\_\_\_\_\_

**New total payment:**

Principal, interest, and escrow, if any

\$ \_\_\_\_\_

**Part 1:** Escrow Account Payment Adjustment

**1. Will there be a change in the debtor's escrow account payment?**

☐ No

☐ Yes. Attach a copy of the escrow account statement prepared in a form consistent with applicable nonbankruptcy law. Describe the basis for the change. If a statement is not attached, explain why: \_\_\_\_\_

**Current escrow payment:** \$ \_\_\_\_\_

**New escrow payment:** \$ \_\_\_\_\_

**Part 2:** Mortgage Payment Adjustment

**2. Will the debtor's principal and interest payment change based on an adjustment to the interest rate on the debtor's variable-rate account?**

☐ No

☐ Yes. Attach a copy of the rate change notice prepared in a form consistent with applicable nonbankruptcy law. If a notice is not attached, explain why: \_\_\_\_\_

**Current interest rate:** \_\_\_\_\_%

**New interest rate:** \_\_\_\_\_%

**Current principal and interest payment:** \$ \_\_\_\_\_

**New principal and interest payment:** \$ \_\_\_\_\_

**Part 3:** Other Payment Change

**3. Will there be a change in the debtor's mortgage payment for a reason not listed above?**

☐ No

☐ Yes. Attach a copy of any documents describing the basis for the change, such as a repayment plan or loan modification agreement. (Court approval may be required before the payment change can take effect.)

Reason for change: \_\_\_\_\_

**Current mortgage payment:** \$ \_\_\_\_\_

**New mortgage payment:** \$ \_\_\_\_\_

Debtor 1

First Name

Middle Name

Last Name

Case number (if known)

**Part 4:** Sign Here

The person completing this Notice must sign it. Sign and print your name and your title, if any, and state your address and telephone number.

*Check the appropriate box.*

☐ I am the creditor.

☐ I am the creditor's authorized agent.

**I declare under penalty of perjury that the information provided in this claim is true and correct to the best of my knowledge, information, and reasonable belief.**

**X**

Signature

Date

Print:

First Name

Middle Name

Last Name

Title

Company

Address

Number

Street

City

State

ZIP Code

Contact phone

Email



21<sup>st</sup> Mortgage Corp NMLS #2280  
PO Box 477  
Knoxville, TN 37901  
<http://www.21stmortgage.com>  
1-800-955-0021  
8AM-6PM EST Monday-Friday

Annual Escrow Account  
Disclosure Statement

ESTATE OF LUCY MAE WINFREY  
3206 N 1ST ST  
MILWAUKEE, WI 53212

Account Number:	**2413	
Statement Date:	01/04/25	
	CURRENT PAYMENT	NEW PAYMENT DUE 02/01/25
(1) Base Escrow Payment		206.44
(2) Shortage/Deficiency		41.29
(3) Credit for Surplus <\$50		.00
Total Escrow Payment	205.60	247.73
Principal & Interest (P&I)	522.32	522.32
Total Loan Payment	727.92	770.05

Explanation of the Projections for the Coming Year

The Projections for the Coming Year is a month by month estimate of activity in your escrow account over the next 12 months. Your current escrow balance and all anticipated payments to escrow and disbursements are included to determine the Projected Balance column. The Max Allowed Balance column reflects the amount allowed to be retained in the escrow account including the Max Allowed Cushion, also known as the max allowed low balance, as determined by Federal or State law. The lowest balance in the Projected Balance column (a) is compared to the lowest balance in the Max Allowed Balance column (b) to determine if a surplus or a shortage/deficiency exists.

Anticipated Escrow Disbursements			
These are items expected to be paid from your escrow in the coming year. The Base Escrow Payment was calculated by dividing the Total Disbursements by 12 (divided by 26 if loan is set up for biweekly payments) and adding the Mortgage Insurance premium, where applicable.			
Total Insurance	387.00		
Total Tax	2090.33		
Total Disbursements	2477.33		
	÷	<u>12</u>	
Mortgage Ins. (per payment)	+	<u>.00</u>	
Base Escrow Payment (1)	=	206.44	

Projections for the Coming Year					
Month	To Escrow	From Escrow	Description	Projected Balance	Max Allowed Balance
			Beginning Balance	-33180.82	619.37
02/25	206.44			-32974.38	825.81
03/25	206.44			-32767.94	1032.25
04/25	206.44			-32561.50	1238.69
05/25	206.44			-32355.06	1445.13
06/25	206.44			-32148.62	1651.57
07/25	206.44			-31942.18	1858.01
08/25	206.44			-31735.74	2064.45
09/25	206.44			-31529.30	2270.89
10/25	206.44			-31322.86	2477.33
11/25	206.44		-387.00 Hazard Insurance	-31503.42	2296.77
12/25	206.44		-2090.33 City/town Tax	-33387.31 (a)	412.88 (b)
01/26	206.44			-33180.87	619.32
Total	2477.28	-2477.33			

Determining Your Escrow Surplus or Shortage/Deficiency	
The Max Allowed Cushion is the minimum balance 21 <sup>st</sup> may require in your escrow account. The Max Allowed Cushion includes up to 2 months of escrow payments to cover increases to your property taxes and/or property damage insurance. The amount retained is determined by Federal and State law or your loan documents.	
(a) Projected Low-Point:	-33387.31
(b) Max Allowed Cushion:	412.88
Total Escrow Shortage/Deficiency(-)	-33800.19

How a Surplus will be Handled

- If your Projected Low-Point (a) is greater than your Max Allowed Cushion (b), you have a surplus.  
If the surplus is \$50 or greater, Federal law requires that surplus to be returned to you within 30 days from the date of the analysis. If your account is less than 30 days past due, the overage check will be mailed to you under separate cover. If your account is over 30 days past due, the surplus will be retained in the escrow account until the account becomes less than 30 days past due.  
If the surplus is less than \$50, Federal law allows the surplus to be retained in the escrow account as long as a credit is applied to the next year's escrow payments. If this credit is less than or equal to the Base Escrow Payment (1), it will be applied to the escrow payment as the Credit for Surplus <\$50 (3) above. If the credit will exceed the Base Escrow Payment (1), 21<sup>st</sup> Mortgage will elect to refund these funds. If your account is less than 30 days past due, the overage check will be mailed to you under separate cover. If your account is over 30 days past due, the surplus will be retained in the escrow account until the account becomes less than 30 days past due.
- If Your Projected Low-Point (a) is equal to your Max Allowed Cushion (b), you have neither a surplus nor a shortage or deficiency.

Determining the Escrow Payment for Shortage/Deficiency		
21 <sup>st</sup> Mortgage has elected to use the <u>lowest</u> payment amount of the payment options below to collect Shortage/Deficiency. (See Payment Information table above)	Amount collected over 12 months	Amount added each payment
21 <sup>st</sup> Mortgage can choose to collect the deficiency/shortage balance over 12 months, including any amounts needed to reach the Max Allowed Cushion.	33800.19	2816.68
21 <sup>st</sup> Mortgage can choose to collect only the deficiency/shortage balance over 12 months and elect not to collect additional amounts needed to reach the Max Allowed Cushion.	33387.31	2782.27
21 <sup>st</sup> Mortgage can choose to collect the entire deficiency/shortage over 12 months; however, we may elect to cap the escrow payment at 1/10 <sup>th</sup> of the projected annual escrow obligations (1/22 <sup>nd</sup> if biweekly)	495.48	41.29 (2)



21<sup>st</sup> Mortgage Corp NMLS #2280  
PO Box 477  
Knoxville, TN 37901  
<http://www.21stmortgage.com>  
1-800-955-0021  
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Explanation of the Escrow Account History

- This statement itemizes your actual escrow account transactions since your previous escrow statement. The projections from your previous escrow analysis are to the left of the actual payments, disbursements, and escrow balance. By comparing the actual escrow payments to the previous projections listed, you can determine where a difference may have occurred.
- An asterisk (\*) indicates a difference from the projected activity in either the amount or date.
- When applicable, the letter "E" beside an amount indicates that a payment or disbursement has not yet occurred but is estimated to occur as shown.
- Your projected Max Allowed Cushion may or may not have been reached based on one or more of the following factors:

Payment

- Monthly payment(s) received earlier than projected
- Monthly payment(s) received later than projected
- Previous overage was returned to escrow
- Customer deposited additional funds into escrow

Taxes

- Tax rate changed
- Assessed value changed
- Tax refund received
- New tax obligation paid
- Tax payment returned & voided
- Supplemental tax paid
- Tax bill paid earlier or later than projected

Insurance

- Premium changed
- Coverage changed
- Premium refund received
- New insurance obligation paid
- Lender placed insurance premium paid
- Additional premium paid
- Insurance bill paid earlier or later than projected

Escrow Account History							
Month	Payments to Escrow		Disbursements from Escrow		Description	Escrow Balance	
	Projected	Actual	Projected	Actual		Projected	Actual
05/24	171.33	*			Beginning Balance	1028.02	-29037.45
06/24	171.33	*				1199.35	-29037.45
07/24	171.33	*				1370.68	-29037.45
08/24	171.33	*				1542.01	-29037.45
09/24	171.33	*				1713.34	-29037.45
10/24	171.33	*				1884.67	-29037.45
11/24	171.33	*				2056.00	-29037.45
12/24	171.33	*	-2056.00	-7950.77	* City/town Tax	2227.33	-29037.45
12/24				-387.00	* Hazard Insurance	342.66 <	-36988.22
01/25	171.33	4194.40			Anticipated Customer Pmt	342.66	-37375.22
02/25	171.33	*				513.99	-33180.82 E
03/25	171.33	*				685.32	-33180.82
04/25	171.33	*				856.65	-33180.82
						1027.98	-33180.82
Total1	2055.96	4194.40	-2056.00	-8337.77			

The last analysis projected the disbursements from your escrow account would be \$2,056.00. The Max Allowed Cushion, as indicated with an arrow (<), should not have exceeded \$342.66. The Max Allowed Cushion is the amount allowed to be retained in the escrow account as allowed by Federal law or State law. The actual lowest balance was -\$37,375.22. Please see above for reasons the actual lowest balance may be higher or lower than the Max Allowed Cushion.

CORRESPONDENCE

General Correspondence:

21<sup>st</sup> Mortgage Corporation  
Attn: Customer Service  
620 Market Street, Ste. 100  
Knoxville, TN 37902

Loan Payments Only:

21<sup>st</sup> Mortgage Corporation  
P.O. Box 148  
Memphis, TN 38101-0148

Customer Inquiries

21<sup>st</sup> Mortgage Corporation  
Attn: Customer Inquiries  
620 Market Street, Ste. 100  
Knoxville, TN 37902

For customers whose loan is secured by real property, inquiries under RESPA regarding possible errors in the servicing of your loan or requests for information must be sent to the Customer Inquiries address above. Please include your loan number on any paperwork sent.

**IMPORTANT NOTICE:** If you or your mortgage is subject to bankruptcy proceedings, or if you have received a bankruptcy discharge, this communication is for information purposes only and is not an attempt to collect a debt.

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE \_\_\_\_\_ DISTRICT OF \_\_\_\_\_

IN RE:

\_\_\_\_\_, Debtor(s)

)  
)  
)  
)

CHAPTER: \_\_\_\_\_

CASE NO: \_\_\_\_\_

CERTIFICATE OF SERVICE

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I, \_\_\_\_\_, Bankruptcy Coordinator for 21<sup>st</sup> Mortgage  
Corporation, hereby certify that on the \_\_\_\_\_ day of \_\_\_\_\_  
2025, a true exact copy of  
\_\_\_\_\_ was served upon the following parties in this manner:

SERVICE BY ELECTRONIC MAIL:

SERVICE BY REGULAR MAIL:

\_\_\_\_\_  
21ST MORTGAGE CORPORATION